



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION**  
**of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • TTY: 323.838.7449 • [www.lacdc.org](http://www.lacdc.org)



**Gloria Molina**  
**Mark Ridley-Thomas**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**ADOPTED**

Community Development Commission

June 15, 2010

3-D

JUNE 15, 2010

The Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE LICENSE AGREEMENTS FOR THREE PARCELS OF PROPERTY IN  
UNINCORPORATED WALNUT PARK FOR CONTINUED USE AS A PUBLIC PARKING LOT TO  
SERVE THE WALNUT PARK BUSINESS DISTRICT  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

This letter recommends approval of License Agreements with two property owners of three separate parcels on East Walnut Street, near the intersection of Florence Avenue in unincorporated Walnut Park. The License Agreements will allow for the continued use of these parcels as a public parking lot serving the Walnut Park business district.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Director to negotiate, execute, and if necessary amend or terminate the attached License Agreements with James Keichline and the Stalk Family Trust, for parcels 19, 20, and 21 of tract 2080 in unincorporated Walnut Park, for the continued use of these parcels as a public parking lot serving the Walnut Park business district, using \$27,500 in Community Development Block Grant (CDBG) funds allocated to the First Supervisorial District and included in the Commission's Fiscal Year 2010-11 budget for this purpose.
2. Find that approval of the License Agreements is exempt from the California Environmental Quality Act (CEQA) because the activities will not have the potential for causing a significant effect on the environment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#3-D

OF JUNE 15 2010

In October 1988, the Commission selected Willdan Associates as a consultant to investigate and recommend parking improvements for selected areas within the Walnut Park business district. The Commission and Willdan Associates worked closely with merchants from Walnut Park to target ideal sites for public parking lots. One of the sites selected, on Walnut Street behind and close to the major intersection of Florence and Pacific Boulevards, consists of three private parcels owned by two separate property owners. The Commission owns a parcel adjacent to these three private parcels.

In June 1990, your Board approved the execution of lease agreements with both property owners to provide for construction of a public parking lot to serve the Walnut Park business district. Parcels 19 and 20 are owned by James Keichline and parcel 21 is owned by the Stalk Family Trust. Beginning in 1990, the Commission entered into a ten-year lease agreement with each of the owners, plus two five-year renewal options. Both five-year options have since been exercised. The attached License Agreements would allow the Commission to continue using these parcels for an additional ten years with two five-year renewal options.

In February 2010, the Commission selected R.A.H. and Associates to perform an appraisal of the private parcels with the intent to enter into License Agreements with both owners. Both owners were amenable to the continued use of their properties by the Commission for use as a public parking lot. R.A.H. and Associates appraised parcels 19 and 20 at an annual lease rate of \$15,900 and parcel 21 at an annual lease rate of \$11,600, for a total of \$27,500.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Commission will fund the project cost with \$27,500 per year in CDBG funds allocated to the First Supervisorial District. Funds for the first year are included in the Commission's approved Fiscal Year 2010-2011 budget, and funds for future years will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As specified in the attached Lease Agreements, the Commission will maintain the public parking lots. The License Agreements contain mutual indemnification provisions between the property owners and the Commission since the Commission will be leasing and maintaining these three private parcels.

### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a)(5), this action is excluded from the National Environmental Policy Act because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The License Agreements will serve to meet national CDBG objectives for benefiting low- and moderate-income neighborhoods by increasing pedestrian safety and contributing to the long-term economic viability of the area.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

SR:rm

Enclosures

License No.

James C. Keichline

1.	PREMISES.....	2
2.	TERM.....	2
3.	LICENSE FEE.....	2
4.	USE.....	2
5.	LICENSEE AND LICENSOR RESPONSIBILITIES.....	2
6.	DAMAGE OR DESTRUCTION.....	3
7.	DEFAULT.....	4
8.	INDEMNIFICATION.....	4
9.	NOTICES.....	5
10.	ASSIGNMENT AND SUBLETTING.....	5
11.	BINDING ON SUCCESSORS.....	6
12.	GENERAL PROVISIONS.....	6
13.	ENVIRONMENTAL MATTERS.....	7
14.	WARRANT OF AUTHORITY.....	8
15.	CONSIDERATION OF GAIN PROGRAM PARTICIPANTS.....	8
16.	SOLICITATION OF CONSIDERATION.....	8
17.	NON-DISCRIMINATION.....	9
18.	IRREVOCABLE OFFER.....	10

## LICENSE AND AGREEMENT

THIS LICENSE AGREEMENT, made and entered into in duplicate original this      day of      , by and between **James C. Keichline**., hereinafter referred to as the Licenser, and the **Community Development Commission of the County of Los Angeles**, a body politic and corporate, hereinafter referred to as the "Licensee" or the "Commission".

**The parties hereby agree as follows:**

1. **PREMISES:** The Licenser, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee, the right to use the parking lot, located at Lots 83 and 84, Parcel 19 and 20, Tract 2080, Page 003, Map Book 6201, in the County of Los Angeles, State of California hereinafter referred to as the "Premises".
2. **TERM:** This License shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, 2020.

**Option to Renew:** Licensee shall have the option to renew this License for two additional five (5) year periods under the same terms, conditions as contained herein, and upon agreement by both Parties. Licensee, by the Executive Director or his designee, shall notify Licenser in writing not less than ninety (90) days prior to expiration of the License term of Licensee's intention to exercise its option.

3. **LICENSE FEE:** The Licensee hereby agrees to pay for the use of the Premises during the term the sum of FIFTEEN THOUSAND NINE HUNDRED AND NO/100 ( \$15,900) per year. Payments are due and payable on the commencement date of this License and for each year thereafter, annual rent is due on the yearly anniversary date of this Lease. In the event this License terminates on some date other than the yearly anniversary date of this License, that year's rent shall be prorated to reflect the actual period of tenancy.
4. **USE:** Licenser agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as a public parking lot and shall be used exclusively by Licensee as a public parking lot.
5. **LICENSEE AND LICENSOR RESPONSIBILITIES**

A. **Licensee Responsibilities.** Licensee's operations in and use of the Premises shall conform to and abide by all County ordinances and all federal, state and local laws, ordinances, and regulations, rules and orders insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein.

No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

Licensee agrees to maintain the Premises, at Licensee's sole expenses. Licensee agrees to return said Premises to Licenser in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

B. Licenser Responsibilities.

1. Payment of Taxes. Licenser shall have sole responsibility to pay promptly without abatement, deduction, or offset any real property taxes or possessory interest taxes or similar taxes or charges of any kind or nature whatsoever levied or assessed against Licensed Premises. This License may create a possessory interest subject to property taxation, and Licenser agrees to pay any property tax levied on such interest.

2. Assessment. Licenser shall be exempted from any parking assessment levied against Licensed Property by the County of Los Angeles. Licenser agrees to pay prior to delinquency, in addition to all other sums provided for herein, all other general or special assessments which may become due and payable and which may be levied or assessed against Licensed Premises during the term hereof.

3. Contest. Nothing herein contained shall be deemed to prevent the contest by Licensee in any manner permitted by law of the amount and/or validity of any taxes or assessments payable by Licensee hereunder.

4. Compliance. Licenser shall maintain the Premises in compliance with all applicable all federal, state and local laws, ordinances, and regulations, rules and orders insofar as the same or any of them are applicable.

6. **DAMAGE OR DESTRUCTION:** Licenser agrees that should the Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for Licensee's occupancy, then this License shall be terminated immediately upon the happening of any such event whereupon Licensee shall surrender the Premises and shall not be liable for any further rental and Licenser shall refund any unearned rent paid in advance by Licensee calculated at a daily rate based on the regular monthly rental.

7. **DEFAULT:**

A. Default by Licensee. Licensee agrees that if default shall be made in the payment of the license fee in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensors to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensors shall have such other rights or remedies as may be provided by law. Licensors may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensors. Licensors shall not be in default in the performance of any obligation required to be performed under this License unless Licensors has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensors's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensors's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensors cures the default within the three (3) day period after the notice is given.

Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensors's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensors is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensors would be entitled.

If Licensors or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

8. **INDEMNIFICATION:**

A. Licensors Indemnification. Licensors shall indemnify, defend and save harmless Licensee, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damages arising from or connected with the negligent acts or omissions of Licensors with regard to Licensors's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensors, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of

bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. for purposes of this section, Licensee shall be understood to include all employees of the Licensee or Housing Authority of the County of Los Angeles who come on to the Premises for parking or any other purpose.

9. **NOTICES.** Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

James C. Keichline  
3019 Flower Street  
Walnut Park, CA 90255

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Community Development Commission of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755  
Attention:

or such other place as may hereinafter be designated in writing by the Licensor or Licensee, except that Licensor shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensor or to Licensor's agent or employee at Licensor's place of business, or to a resident over eighteen (18) years of age at Licensor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.



10. **ASSIGNMENT AND SUBLETTING.** Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.
11. **BINDING ON SUCCESSORS.** Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.
12. **GENERAL PROVISIONS.**
- A. **Waiver.** The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- B. **Marginal Headings.** The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.
- C. **Time.** Time is of the essence of this License and each and all of its provisions in which performance is a factor.
- D. **Recordation.** Neither party may record this License.
- E. **Quiet Possession.** Upon Licensee paying the License fee hereunder Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.
- F. **Prior Agreements.** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.
- G. **Force Majeure.** In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensors shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensors, requesting that the Commission be notified of any Notice of Default filed by any of Licensors's lenders, to the address of Commission as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensors or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

N. Lobbyists. Licensors and each County of Los Angeles (County) lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensors, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensors or any County lobbyist or County lobbying firm retained by Licensors to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

13. **ENVIRONMENTAL MATTERS.**

A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria,

tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee, the Premises, the Building or the Common Areas.

B. Licensor Indemnity. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term of this Agreement concerning the presence of Hazardous Materials in the Building or the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

14. **WARRANTY OF AUTHORITY.** Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.
15. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS.** Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the Commission's Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The Commission will refer GAIN participants by job category to the Licensor.
16. **SOLICITATION OF CONSIDERATION.** It is improper for any Commission officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may

secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the Commission's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a Commission officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

17. **NON-DISCRIMINATION.**

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Premises.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

18. **IRREVOCABLE OFFER.** In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the Commission Board of Commissioners in reliance on Licensors’ covenant to license to the Commission under the terms of this license offer, the Licensors irrevocably promises to keep this offer open until \_\_\_\_\_.

**IN WITNESS WHEREOF**, this License has been executed on behalf of the Community Development Commission of the County of Los Angeles by the Executive Director or his designee, and the Lessor has executed this License or caused it to be duly executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**LICENSOR:**

**JAMES C. KEICHLINE**

By \_\_\_\_\_

**LICENSEE:**

**COMMUNITY DEVELOPMENT COMMISSION OF  
THE COUNTY OF LOS ANGELES**

**ATTEST:**

SACHI A. HAMAI  
Executive Officer of the Board

By \_\_\_\_\_  
SEAN ROGAN  
Executive Director

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

License No.  
Seymour J. and Betty Stalk Family Trust

1. PREMISES.....2

2. TERM.....2

3. LICENSE FEE.....2

4. USE.....2

5. LICENSEE AND LICENSOR RESPONSIBILITIES.....2

6. DAMAGE OR DESTRUCTION.....3

7. DEFAULT.....4

8. INDEMNIFICATION.....4

9. NOTICES.....5

10. ASSIGNMENT AND SUBLETTING.....5

11. BINDING ON SUCCESSORS.....6

12. GENERAL PROVISIONS.....6

13. ENVIRONMENTAL MATTERS.....7

14. WARRANT OF AUTHORITY.....8

15. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS.....8

16. SOLICITATION OF CONSIDERATION.....8

17. NON-DISCRIMINATION.....9

18. IRREVOCABLE OFFER.....10

## LICENSE AND AGREEMENT

THIS LICENSE AGREEMENT, made and entered into in duplicate original this       day of       , by and between **Seymour J. and Bette Stalk Family Trust.**, hereinafter referred to as the Licenser, and the **Community Development Commission of the County of Los Angeles**, a body politic and corporate, hereinafter referred to as the "Licensee" or the "Commission".

**The parties hereby agree as follows:**

1. **PREMISES:** The Licenser, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee, the right to use the parking lot, located at Lot 85, Parcel 21, Tract 2080, Page 003, Map Book 6201, Walnut Park, in the County of Los Angeles, State of California hereinafter referred to as the "Premises".
2. **TERM:** This License shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, 2020.

**Option to Renew:** Licensee shall have the option to renew this License for two additional five (5) year periods under the same terms, conditions as contained herein, and upon agreement by both Parties. Licensee, by the Executive Director or his designee, shall notify Licenser in writing not less than ninety (90) days prior to expiration of the License term of Licensee's intention to exercise its option.

3. **LICENSE FEE:** The Licensee hereby agrees to pay for the use of the Premises during the term the sum of ELEVEN THOUSAND SIX HUNDRED AND NO/100 ( \$11,600) per year. Payments are due and payable on the commencement date of this License and for each year thereafter, annual rent is due on the yearly anniversary date of this Lease. In the event this License terminates on some date other than the yearly anniversary date of this License, that year's rent shall be prorated to reflect the actual period of tenancy.
4. **USE:** Licenser agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as a public parking lot and shall be used exclusively by Licensee as a public parking lot.
5. **LICENSEE AND LICENSOR RESPONSIBILITIES**

A. **Licensee Responsibilities.** Licensee's operations in and use of the Premises shall conform to and abide by all County ordinances and all federal, state and local laws, ordinances, and regulations, rules and orders insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein.



No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

Licensee agrees to maintain the Premises, at Licensee's sole expenses. Licensee agrees to return said Premises to Licensors in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

B. Licensors Responsibilities.

1. Payment of Taxes. Licensors shall have sole responsibility to pay promptly without abatement, deduction, or offset any real property taxes or possessory interest taxes or similar taxes or charges of any kind or nature whatsoever levied or assessed against Licensed Premises. This License may create a possessory interest subject to property taxation, and Licensors agrees to pay any property tax levied on such interest.

2. Assessment. Licensors shall be exempted from any parking assessment levied against Licensed Property by the County of Los Angeles. Licensors agrees to pay prior to delinquency, in addition to all other sums provided for herein, all other general or special assessments which may become due and payable and which may be levied or assessed against Licensed Premises during the term hereof.

3. Contest. Nothing herein contained shall be deemed to prevent the contest by Licensee in any manner permitted by law of the amount and/or validity of any taxes or assessments payable by Licensee hereunder.

4. Compliance. Licensors shall maintain the Premises in compliance with all applicable all federal, state and local laws, ordinances, and regulations, rules and orders insofar as the same or any of them are applicable.

6. **DAMAGE OR DESTRUCTION:** Licensors agrees that should the Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for Licensee's occupancy, then this License shall be terminated immediately upon the happening of any such event whereupon Licensee shall surrender the Premises and shall not be liable for any further rental and Licensors shall refund any unearned rent paid in advance by Licensee calculated at a daily rate based on the regular monthly rental.

7. **DEFAULT:**

A. Default by Licensee. Licensee agrees that if default shall be made in the payment of the license fee in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensors to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensors shall have such other rights or remedies as may be provided by law. Licensors may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensors. Licensors shall not be in default in the performance of any obligation required to be performed under this License unless Licensors has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensors's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensors's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensors cures the default within the three (3) day period after the notice is given.

Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensors's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensors is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensors would be entitled.

If Licensors or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

8. **INDEMNIFICATION:**

A. Licensors Indemnification. Licensors shall indemnify, defend and save harmless Licensee, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damages arising from or connected with the negligent acts or omissions of Licensors with regard to Licensors's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensors, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of

bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. for purposes of this section, Licensee shall be understood to include all employees of the Licensee or Housing Authority of the County of Los Angeles who come on to the Premises for parking or any other purpose.

9. **NOTICES.** Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensors as follows:

Seymour J and Betty Stalk Family Trust  
5155 Black Pool Road  
Westminster, CA 92683

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Community Development Commission of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755  
Attention:

or such other place as may hereinafter be designated in writing by the Licensors or Licensee, except that Licensors shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensors or to Licensors' agent or employee at Licensors' place of business, or to a resident over eighteen (18) years of age at Licensors' residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.

10. **ASSIGNMENT AND SUBLETTING.** Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.
11. **BINDING ON SUCCESSORS.** Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.
12. **GENERAL PROVISIONS.**
- A. **Waiver.** The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- B. **Marginal Headings.** The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.
- C. **Time.** Time is of the essence of this License and each and all of its provisions in which performance is a factor.
- D. **Recordation.** Neither party may record this License.
- E. **Quiet Possession.** Upon Licensee paying the License fee hereunder Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.
- F. **Prior Agreements.** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.
- G. **Force Majeure.** In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensors shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensors, requesting that the Commission be notified of any Notice of Default filed by any of Licensors's lenders, to the address of Commission as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensors or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

N. Lobbyists. Licensors and each County of Los Angeles (County) lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensors, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensors or any County lobbyist or County lobbying firm retained by Licensors to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

13. **ENVIRONMENTAL MATTERS.**

A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria,

tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee, the Premises, the Building or the Common Areas.

B. Licensor Indemnity. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term of this Agreement concerning the presence of Hazardous Materials in the Building or the Premises. Licensee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

14. **WARRANTY OF AUTHORITY.** Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.
15. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS.** Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the Commission's Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The Commission will refer GAIN participants by job category to the Licensor.
16. **SOLICITATION OF CONSIDERATION.** It is improper for any Commission officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may

secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the Commission's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a Commission officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

17. **NON-DISCRIMINATION.**

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Premises.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

18. **IRREVOCABLE OFFER.** In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the Commission Board of Commissioners in reliance on Licensors’ covenant to license to the Commission under the terms of this license offer, the Licensors irrevocably promises to keep this offer open until \_\_\_\_\_.

**IN WITNESS WHEREOF**, this License has been executed on behalf of the Community Development Commission of the County of Los Angeles by the Executive Director or his designee, and the Lessor has executed this License or caused it to be duly executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.



**LICENSOR:**

**SEYMOUR J. AND BETTY STALK FAMILY  
TRUST**

By\_\_\_\_\_

**LICENSEE:**

**COMMUNITY DEVELOPMENT COMMISSION OF  
THE COUNTY OF LOS ANGELES**

**ATTEST:**

SACHI A. HAMAI  
Executive Officer of the Board

By\_\_\_\_\_

SEAN ROGAN  
Executive Director

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By\_\_\_\_\_

Deputy